

1 CC. "Valley Forebay Facility" shall mean the structure
2 owned by the City and designed to receive the treated water as a
3 regulating reservoir for the booster station depicted in Appendix
4 E. The reservoir has an overflow elevation of 655 feet.

5 DD. "Weber" shall mean Weber Aircraft, Inc., incorporated
6 in the state of Delaware, and any of its subsidiaries, parents,
7 affiliates, predecessors and successors.

8 EE. "Work" shall mean the performance of the Remedial
9 Design Work and the Remedial Action Work in a manner which ac-
10 complishes all of the requirements of Section VII (Work To Be
11 Performed) of this Consent Decree.

12 FF. "Working Day" shall mean a day other than a Saturday,
13 Sunday, or federal or State holiday.

14 II. JURISDICTION

15 A. The Court has jurisdiction over the subject matter of
16 and the parties to this Consent Decree pursuant to CERCLA,
17 federal question jurisdiction, and the status of the United
18 States as plaintiff. Sections 106, 107, and 113 of CERCLA, 42
19 U.S.C. §§ 9606, 9607, and 9613, and 28 U.S.C. §§ 1331, 1345.

20 B. Settling Defendants do not contest and agree not to con-
21 test the authority of the United States to maintain this action
22 or the Court's jurisdiction to enter and enforce this Consent
23 Decree.

24 III. DENIAL OF LIABILITY

25 Settling Defendants deny any and all legal or equitable
26 liability under any federal, State, or local statute, regulation
27 or ordinance, or the common law, for any response costs, damages

1 or claims caused by or arising out of conditions at or arising
2 from the Burbank Well Field or the Site. By entering into this
3 Consent Decree, or by taking any action in accordance with it,
4 Settling Defendants do not admit any allegations contained herein
5 or in the complaint, nor do Settling Defendants admit liability
6 for any purpose or admit any issues of law or fact or any responsibility
7 hazardous substance into the environment. Nothing in this Sec-
8 tion shall alter Settling Defendants' agreement not to challenge
9 the Court's jurisdiction as set forth in Section II
10 (Jurisdiction).

11 IV. SITE BACKGROUND

12 The following is a summary of the Site background as alleged
13 by the United States which, for the purposes of this Decree, Set-
14 tling Defendants neither admit nor deny:

15 A. The North Hollywood Area Superfund site is one of four
16 sites in the San Fernando Valley Groundwater Basin ("Basin")
17 which were placed on the National Priorities List ("NPL") concu-
18 rently in June of 1986. Remediation of groundwater in the Basin
19 is a collaborative undertaking of EPA, the Los Angeles Department
20 of Water and Power ("DWP"), the California Department of Health
21 Services ("DHS") and the California Regional Water Quality Con-
22 trol Board ("RWQCB").

23 B. The Burbank Operable Unit Site is a part of the North
24 Hollywood Area Superfund site (also known as the San Fernando
25 Valley Area #1 Superfund site). The Burbank Operable Unit Site
26 presently includes the Northeast corner of the North Hollywood
27 Area Superfund site, as well as the areas to which the plume of

1 TCE and PCE has spread beyond the original boundaries drawn at
2 the time the North Hollywood Area Superfund site was listed on
3 the NPL. Based on the nature of the groundwater contamination at
4 the Site, EPA has decided to institute remedial actions at the
5 Site, as detailed in the ROD, ESD and this Consent Decree as a
6 separate "Operable Unit," prior to completion of the Basinwide
7 Remedial Investigation/Feasibility Study (described below) and
8 decisions on what further remedial actions may be necessary in
9 the Basin and/or at the Site.

10 C. Concentrations of volatile organic compounds ("VOCs")
11 exceeding State Action Levels ("SALs") and Federal Maximum Con-
12 taminant Levels ("MCLs") were first discovered in the Basin in
13 1980. Since that time, the RWQCB and DHS have supervised soil
14 and groundwater sampling and analysis in the Burbank area.
15 Presently, VOC family members trichloroethylene ("TCE") and
16 perchloroethylene ("PCE") have been found in the Burbank Well
17 Field at levels that exceed the MCLs for these hazardous sub-
18 stances. These materials are commonly used for machinery
19 degreasing, dry cleaning, and metal plating. The Federal MCL for
20 TCE in drinking water is set at 5 parts per billion ("ppb"). The
21 State MCL for PCE in drinking water is also set at 5 ppb. To
22 date, levels of TCE of up to 1,800 ppb and levels of PCE of up to
23 590 ppb have been measured at the City of Burbank's extraction
24 wells. Higher levels of these hazardous substances have been
25 measured at other wells within the Site. EPA, in conjunction
26 with RWQCB, DWP and DHS, has conducted and continues to conduct
27 source investigations at the Site.

1 D. In August of 1987, EPA entered into a cooperative agree-
2 ment with DWP which allowed DWP to conduct a Basin-wide Remedial
3 Investigation ("RI"). EPA has also entered into a multi-site
4 cooperative agreement with DHS which funds DHS participation in
5 remedial activities at many California Superfund sites, including
6 those in the Basin, under authority of CERCLA Section 104, 42
7 U.S.C. § 9604. In December of 1989, DWP completed construction
8 of the North Hollywood Aeration Facility to address contamination
9 at the North Hollywood Operable Unit, the first Operable Unit in
10 the Basin. Treated groundwater from the North Hollywood Aeration
11 Facility is chlorinated and released to the public water supply,
12 where it is used for drinking water purposes. In September of
13 1989, EPA entered into a cooperative agreement with the RWQCB
14 which funds source investigation and source control work in the
15 Basin.

16 E. The Burbank Operable Unit is the second Operable Unit in
17 the Basin. In October of 1988, the Burbank Operable Unit
18 Feasibility Study ("OUFS") was released. The OUFS set forth a
19 range of remedial actions which EPA considered for the Burbank
20 Operable Unit Site. The Record of Decision (ROD) signed on June
21 30, 1989 selected an interim remedy for the Site. This remedy
22 was modified by the Explanation of Significant Differences
23 ("ESD") issued by EPA on November 21, 1990. EPA has decided to
24 include in this Decree some additional modifications to the in-
25 terim remedy, as provided in Subpart F of Section VII (Work To Be
26 Performed). These modifications do not represent a fundamental
27 change to the remedy.

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7

2
3
4
5
6
7

8
9
0
1
2
3
4
5

6
7
8
9
0
1
2
3
4

1 VI. BINDING EFFECT

2 A.1. The undersigned representative of Lockheed certifies
3 that Lockheed is fully authorized to enter into the terms and
4 conditions of this Decree and that he or she is fully authorized
5 to execute this document and legally bind Lockheed to the provi-
6 sions of this Decree.

7 2. The undersigned representative of the City certifies
8 that the City is fully authorized to enter into the terms and
9 conditions of this Decree and that he or she is fully authorized
10 to execute this document and legally bind the City to the provi-
11 sions of this Decree.

12 3. The undersigned representative of Weber certifies that
13 Weber is fully authorized to enter into the terms and conditions
14 of this Decree and that he or she is fully authorized to execute
15 this document and legally bind Weber to the provisions of this
16 Decree.

17 4. The undersigned Assistant Attorney General for the En-
18 vironment and Natural Resources Division of the Department of
19 Justice certifies that the United States is fully authorized to
20 enter into the terms and conditions of this Decree and that he or
21 she is fully authorized to execute this document and legally bind
22 the United States to the provisions of this Decree.

23 B. The person(s) identified by name and address in Section
24 XXIII (Form of Notice) of this Consent Decree as the recipient
25 for each Settling Defendant is authorized by that Settling Defen-
26 dant to accept service of process by mail on its behalf with
27 respect to all matters arising under this Consent Decree. For

1 purposes of entry and enforcement of this Consent Decree only, each Sett
2 manner and to waive the formal service requirements set forth in
3 Rule 4 of the Federal Rules of Civil Procedure, including service
4 of a summons, and any applicable local rules of this Court.

5 C. This Consent Decree shall apply to and be binding upon
6 Settling Defendants, their officers, officials, directors, suc-
7 cessors, and assigns, and upon the United States and its repre-
8 sentatives.

9 D. Each Settling Work Defendant agrees to provide a copy of
10 this Consent Decree, as entered, along with all relevant addi-
11 tions and modifications to this Consent Decree, as appropriate,
12 to each person, including all contractors and subcontractors,
13 retained by that Settling Work Defendant to perform the Work re-
14 quired by this Decree within thirty (30) days of retainer and to
15 condition any contract for the Work on compliance with this Con-
16 sent Decree.

17 E.1. No change in ownership of Lockheed, property or assets
18 owned by Lockheed or the corporate status of Lockheed, including
19 but not limited to any transfer of real or personal property,
20 shall alter EPA or Settling Defendants' rights and obligations
21 under this Consent Decree, including access rights under this
22 Decree. In the event that Lockheed transfers any real property
23 it owns in the City of Burbank prior to termination of this
24 Decree pursuant to Section XXXIV (Termination and Satisfaction),
25 Lockheed shall provide a copy of this Decree to the transferee
26
27

1 prior to consummating the transaction and evidence such action by
2 providing a copy of its transmittal letter to EPA within ten (10)
3 working days of consummating the transaction.

4 2. No change in ownership of property or assets owned by
5 the City or the legal status of the City, including but not
6 limited to any transfer of real or personal property, shall alter
7 EPA or Settling Defendants' rights and obligations under this
8 Consent Decree, including access rights under this Decree. In
9 the event that the City transfers any of the real property it
10 owns at 164 West Magnolia Boulevard in the City of Burbank prior
11 to termination of this Decree pursuant to Section XXXIV
12 (Termination and Satisfaction), the City shall provide a copy of
13 this Decree to the transferee prior to consummating the transac-
14 tion and evidence such action by providing a copy of its trans-
15 mittal letter to EPA within ten (10) working days of consummating
16 the transaction. Notwithstanding this Subpart, nothing in this
17 Decree shall be construed as or shall act as a prohibition on the
18 City's ability to freely vacate, abandon or otherwise dispose of
19 its streets, rights of way or any other interest it has in
20 streets and rights of way, except insofar as:

21 a. Lockheed has previously notified the City that ac-
22 cess to particular segment(s) of such City streets or rights of
23 way is necessary to perform the Remedial Design Work or Remedial
24 Action Work, and such access has not been determined to be un-
25 necessary to perform the Remedial Design Work or Remedial Action
26 Work pursuant to the dispute resolution provisions of Section XX
27 (Dispute Resolution); or

1 b. EPA has previously notified the City that access to
2 particular segment(s) of such City streets or rights of way is
3 necessary to perform or have a potentially responsible party per-
4 form the tasks described in Subpart B of Section VII (Work To Be
5 Performed) and such access has not been determined to be unneces-
6 sary to perform the tasks described in Subpart B of Section VII
7 (Work To Be Performed) pursuant to the dispute resolution provi-
8 sions of Section XX (Dispute Resolution).

9 3. No change in ownership of Weber, property or assets
10 owned by Weber or the corporate status of Weber, including but
11 not limited to any transfer of real or personal property, shall
12 alter EPA or Settling Defendants' rights and obligations under
13 this Consent Decree, including access rights under this Decree.
14 In the event that Weber transfers any of the real property it
15 owns at either 2820 Ontario Street or 3000 North San Fernando
16 Road in the City of Burbank prior to termination of this Decree
17 pursuant to Section XXXIV (Termination and Satisfaction), Weber
18 shall provide a copy of this Decree to the transferee prior to
19 consummating the transaction and evidence such action by provid-
20 ing a copy of its transmittal letter to EPA within ten (10) work-
21 ing days of consummating the transaction.

22 VII. WORK TO BE PERFORMED

23 A. The Work to be performed pursuant to this Consent Decree
24 shall consist of the tasks described in Subparts A.1 through A.5,
25 below.

26 1. The design and construction of all facilities necessary
27 to:

1 a. extract 12,000 gallons per minute ("gpm") of groundwater
2 ~~from~~ the Burbank Operable Unit Site;

3 b. treat the extracted groundwater to a level that does not
4 exceed drinking water standards promulgated on or before January
5 31, 1991 and still in effect at the time of the extraction, ex-
6 cept the MCL for nitrate;

7 c. deliver 9,000 gpm of the treated water to the Point of
8 Delivery;

9 d. reinject into the San Fernando Valley Groundwater Basin
10 the treated water which is not accepted by the City at the Point
11 of Delivery or discharged in compliance with Subpart F of this
12 Section, up to the capacity limits established pursuant to the
13 Statement of Work;

14 e. discharge any treated groundwater allowed to be dis-
15 charged pursuant to Subpart F of this Section;

16 f. perform monitoring necessary to design, construct,
17 operate and maintain the facilities described in Subparts A.1.a
18 through A.1.e of this Section; and

19 g. monitor the effectiveness of the foregoing facilities in
20 achieving the extraction, treatment and reinjection standards es-
21 tablished by Subparts F and G of this Section.

22 2. The operation and maintenance of the facilities
23 described in Subpart A.1 for the time periods specified in Sub-
24 part E.

25 3. The design and construction of all facilities necessary
26 to:

1 a. accept 9,000 gpm of treated groundwater at the Point of
2 Delivery;

3 b. disinfect such treated groundwater;

4 c. transport the disinfected groundwater to the Valley
5 Forebay Facility and from there to the Point of Interconnection;

6 d. perform monitoring necessary to design, construct,
7 operate and maintain the facilities described in Subparts A.3.a
8 through A.3.c; and

9 e. monitor the effectiveness of the foregoing facilities in
10 achieving the disinfection standards established by Subpart G of
11 this Section.

12 4. The operation and maintenance of the facilities
13 described in Subpart A.3 for the time periods specified in Sub-
14 part E.

15 5. The operation and routine maintenance (as described in
16 the Statement of Work) of the facilities constructed pursuant to
17 Subpart B.1 of this Section for the periods specified in Subpart
18 E.

19 B. The Work does not include, and Settling Defendants have
20 not agreed to perform, the following tasks:

21 1. The design and construction of all facilities necessary
22 to:

23 a. receive 9,000 gpm of disinfected groundwater at the
24 Point of Interconnection;

25 b. blend such disinfected groundwater with MWD supplied
26 water ("blending water") to achieve a combined water supply in
27 the amount of 18,000 gpm ("blended water");

1 c. transport the disinfected groundwater from the Point of
2 Interconnection to the blending facilities;

3 d. transport 9,000 gpm of blending water from its MWD
4 source to the blending facilities;

5 e. transport 18,000 gpm of blended water from the blending
6 facilities to the Point of Water System Introduction;

7 f. perform monitoring necessary to design, construct,
8 operate and maintain the facilities described in Subparts B.1.a
9 through B.1.e; and

10 g. monitor the effectiveness of the foregoing facilities in
11 achieving the blending standards established by Subpart H.1 of
12 this Section.

13 2. The performance of any non-routine maintenance with
14 respect to the facilities described in Subpart B.1 for the time
15 period during which the Work is being performed.

16 C.1. Appendix E to this Decree, which is hereby incor-
17 porated into this Decree by reference, consists of three
18 schematics which set out in general the relationship between:

19 a. Some of the facilities to be designed, constructed,
20 operated and maintained by each Settling Work Defendant pursuant
21 to this Decree, and

22 b. Some of the facilities described in Subpart B of this
23 Section.

24 2. In the case of any discrepancy between Appendix E and
25 the Work as described in the rest of this Section or the tasks
26 described in Subpart B of this Section, the wording of this Sec-
27 tion shall prevail over Appendix E.